

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

AFFIDAVIT OF SERVICE

I, Evan Gershbein, being duly sworn according to law, depose and say that I am employed by Kurtzman Carson Consultants, LLC, the Court appointed claims and noticing agent for the Debtors in the above-captioned cases.

On January 23, 2006, I caused to be served the document listed below (i) upon the parties listed on Exhibit A hereto via facsimile and (ii) upon the parties listed on Exhibit B hereto via overnight delivery:

Notice of Proposed Sale of Assets Pursuant to Order Under 11 U.S.C. §363
Approving Procedures to Sell Certain De Minimis Assets Free and Clear of Liens,
Claims, and Encumbrances and to Pay Market Rate Broker Commissions in
Connection with Such Sales Without Further Court Approval [a copy of which is
attached hereto as Exhibit C]

Dated: January 26, 2006

/s/ Evan Gershbein
Evan Gershbein

Subscribed and sworn to (or affirmed) before me on this 26th day of January, 2006, by Evan Gershbein, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature : Amy Lee Huh

Commission Expires: 3/15/09

EXHIBIT A

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
Davis Polk & Wardwell	Donald Bernstein	450 Lexington Avenue		New York	NY	10017	212-450-4092	212-450-3092	donald.bernstein@dpw.com	Postpetition Administrative Agent
Latham & Watkins LLP	Robert J. Rosenberg	885 Third Avenue		New York	NY	10022	212-906-1370	212-751-4864	robert.rosenberg@lw.com	UCC Professional
Simpson Thatcher & Bartlett LLP	Kenneth S. Ziman, Robert H. Trust, William T. Russell, Jr.	425 Lexington Avenue		New York	NY	10017	212-455-2000	212-455-2502	kziman@stblaw.com rtrust@stblaw.com wrussell@stblaw.com	Prepetition Administrative Agent
United States Trustee	Deirdre A. Martini	33 Whitehall Street	Suite 2100	New York	NY	10004	212-510-0500	212-668-2256	deirdre.martini@usdoj.gov	United States Trustee

EXHIBIT B

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
Davis Polk & Wardwell	Donald Bernstein	450 Lexington Avenue		New York	NY	10017	212-450-4092	212-450-3092	donald.bernstein@dpw.com	Postpetition Administrative Agent
Latham & Watkins LLP	Robert J. Rosenberg	885 Third Avenue		New York	NY	10022	212-906-1370	212-751-4864	robert.rosenberg@lw.com	UCC Professional
Simpson Thatcher & Bartlett LLP	Kenneth S. Ziman, Robert H. Trust, William T. Russell, Jr.	425 Lexington Avenue		New York	NY	10017	212-455-2000	212-455-2502	kziman@stblaw.com rtrust@stblaw.com wrussell@stblaw.com	Prepetition Administrative Agent
United States Trustee	Alicia M. Leonard	33 Whitehall Street	21st Floor	New York	NY	10004-2112	212-510-0500	212-668-2255 does not take service via fax		United States Trustee
United States Trustee	Deirdre A. Martini	33 Whitehall Street	Suite 2100	New York	NY	10004	212-510-0500	212-668-2256	deirdre.martini@usdoj.gov	United States Trustee

EXHIBIT C

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	X	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	X	

NOTICE OF PROPOSED SALE OF ASSETS PURSUANT TO ORDER UNDER
11 U.S.C. §363 APPROVING PROCEDURES TO SELL CERTAIN DE MINIMIS ASSETS
FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES AND TO PAY
MARKET RATE BROKER COMMISSIONS IN CONNECTION WITH SUCH SALES
WITHOUT FURTHER COURT APPROVAL

1. In accordance with the Order Under 11 U.S.C. § 363 Approving Procedures To Sell Certain De Minimis Assets Free And Clear of Liens, Claims, And Encumbrances And To Pay Market Rate Broker Commissions In Connection With Such Sales Without Further Court Approval (Docket No. 766) (the "De Minimis Asset Sale Order"), Delphi Technologies, Inc., a Delaware corporation (the "Debtor"), hereby gives notice of its intention to sell certain assets, as described more fully below (the "Assets"), to First Line Limited, a company organized under the laws of England (the "Purchaser") for the price of 250,000 GBP (approximately \$442,697).

2. The Assets to be sold to the Purchaser include the trademarks and copyrights subsisting in the name "Borg & Beck" pursuant to the agreement attached hereto as Exhibit A. The Purchaser has agreed to license the Assets back to the Debtor pursuant to the agreement attached hereto as Exhibit B.

3. The Purchaser is not an insider of the Debtor as such term is defined in section 101(31) of the Bankruptcy Code and has no other connections to the Debtor.

4. No broker was used in the sale of the Assets.

5. Pursuant to the De Minimis Assets Sale Order, the Debtor shall consummate the sale of the Assets, free and clear of liens, claims, and encumbrances, and take such actions as are necessary to close the transaction, including but not limited to collection of proceeds of the sale of Assets, provided that counsel to the Debtor does not receive from a party that receives this Notice (a "Notice Party") a written objection or written request for additional time to evaluate the proposed sale within five business days from the date following the Notice Party's initial receipt of this Notice.

Dated: New York, New York
January 23, 2006

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: /s/ John Wm. Butler, Jr.
John Wm. Butler, Jr. (JB 4711)
John K. Lyons
Ron E. Meisler
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
(312) 407-0700

- and -

By: /s/ Kayalyn A. Marafioti
Kayalyn A. Marafioti (KM 9632)
Thomas J. Matz (TM 5986)
Four Times Square
New York, New York 10036
(212) 735-3000

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

Exhibit A

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, effective this 30 day of December, 2005, between
DELPHI TECHNOLOGIES, INC. a Delaware corporation whose principal office is at
P.O. Box 5052, Troy, Michigan 48007-5052 USA ("the Assignor"); and FIRST LINE
LIMITED a company incorporated in England with registered number 03972437 having
a place of business at Bessemer Close, Bicester, Oxon, OX26 6QE ("the Assignee");

WHEREAS, the Assignor is the registered owner of the trademarks identified in
Schedule A ("the Trademarks") and copyrights (if any) subsisting in the name "Borg &
Beck" ("the Name"); and,

WHEREAS, the Assignor has agreed to assign to the Assignee its right, title and
interest in and to the Trademarks; the Name; pending applications (if any) for trademarks
in the Name and the right to make such applications in the jurisdiction in which the
Trademarks are registered (the "Territories"); the goodwill attaching to the Name and
Trademarks in the Territories; (all of which are hereinafter referred to as "the Rights")
under the terms and conditions set forth herein:

NOW THEREFORE, the parties agree as follows:

1. Subject to Assignee's grant-back of a Trademark License Agreement, executed
concurrently herewith, and in consideration of the sum of 250,000 GBP to be
paid by Assignee to Assignor within 30 (thirty) days after the date hereof,
Assignor hereby assigns to the Assignee all of its right, title and interest in and
to the Rights, subject to rights previously granted, together with the goodwill of
the business associated therewith.

2. Assignor further grants to Assignee the right to sue for and recover damages in respect of all past infringement, threatened infringement, dilution and any other violation of the Rights. The costs of such suits shall be borne by the Assignee, and any and all recoveries from any suit or settlement shall go to the Assignee.
3. Assignor warrants that:
 - 3.1 It owns the Trademarks;
 - 3.2 It is not at present involved in litigation arbitration or proceedings of any kind concerning the Rights or any of them and that no such litigation arbitration or proceedings are being threatened;
 - 3.3 Assignor is not engaged in threatening or contemplating litigation arbitration or other proceedings against a third party in any way concerning the Rights or any of them;
 - 3.4 Assignor has not consented and will not consent to any assignment pursuant to Clause 10.2 of the 2000 Agreement, as hereinafter defined.
4. Assignor represents that to its knowledge:
 - 4.1 No licenses concerning the Rights have been granted to any third party except:
 - 4.1.1 The terms of the agreement made on 1 January 1973 between Borg-Warner Corporation and Borg-Warner International Corporation (1) and Automotive Products Limited (2) (the "1973 Agreement"); and

- 4.1.2 The agreement made on 28 February 2000 between Delphi Technologies Inc (1) and Automotive Products Group Limited (2) (the "2000 Agreement")
- 4.2 No valid claim has been made which would affect the validity of the Rights;
- 4.3 The Trademarks comprise all trademarks registered in respect of the Name by Assignor in the Territories;
- 4.4 Assignor has not knowingly done anything which may endanger the registration of the Trademarks;
- 4.5 No third party currently has any valid legal challenge to the existence or use of the Rights in the Territories; and
- 4.6 The use of the Name does not infringe any trademark or copyright of any third party in the Territories.
5. For a period of 1 (one) year after the date hereof, Assignor agrees to pay Assignee, by way of a reduction in the consideration paid to Assignor hereunder, actual damages limited to a sum in the aggregate of 100,000 GBP, as a result of any breach of any of the warranties or representations, based upon facts which if substantiated would constitute such a breach.
6. To the extent that Assignor is able and where a claim is made by a third party against Assignee relating to the Rights granted herein, Assignor agrees to provide assistance required by Assignee in dealing with the claim, including the furnishing of documentation and information relevant to the claim and the

execution of such documents as may required by Assignee, provided that Assignee shall be responsible for all reasonable out of pocket expenses incurred by Assignor in connection therewith.

7. Assignor shall do all such things and shall sign and execute all such documents and deeds as Assignee may reasonably require in order perfect any of the Rights assigned to Assignee pursuant to this Assignment in the Territories, including without limitation a separate instrument of assignment of each of the Trademarks in due legal form conforming to the requirements of the country in which the Trademark is registered.
8. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective officers, directors, employees, agents, affiliates, attorneys, legal representatives, creditors, successors and assigns.
9. Assignor represents and warrants as follows:
 - 9.1 Assignor is a corporation duly established and existing under the laws of Delaware with the power and authority to own its own properties and assets and carry on business as the same is now being conducted, and with the power to enter into this Assignment;
10. The governing law of this Assignment shall be the substantive law of Michigan. Any dispute arising out of or in connection with this Assignment, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration and applying the substantive law of the State of

Michigan, U.S.A. The Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be 3 (three). The place of arbitration shall be London. The language to be used in the arbitral proceedings shall be English.

11. Bankruptcy

- 11.1 Within thirty (30) days of execution hercof, as the sole remedy, either party may declare this Agreement null and void, if the making, performance and execution of this Assignment is not within the powers of Assignor due to its Chapter 11 bankruptcy status; or that the necessary authorizations, court orders or decrees have not been obtained by Assignor; or that there is a mortgage, indenture, trust deed, contract, security interest or other agreement binding on the Assignor or affecting its property which would prevent the Assignor from assigning the Rights or which would prevent the Assignor from entering into or observing any of its obligations contained in this Assignment; or that Assignor is unable to transfer marketable title to the Trademarks free and clear of all claims and liens. The parties agree to extend the above and the time for payment in clause 1 hereof by a period not exceeding 30 days if the Assignor is required to obtain authorization for transfer free of claims and liens through a Bankruptcy Court hearing.
- 11.2 Upon a declaration of nullity of this agreement, all consideration received by Assignor shall be returned to Assignee and all

consideration received by Assignee shall be returned to Assignor.

Assignee shall execute a quitclaim assignment signifying the return of the Rights to Assignor and, to the extent necessary, shall further do all such things and shall sign and execute all such documents and deeds as Assignor may reasonably require in order recapture the Rights being returned, including without limitation a separate instrument of assignment of each of the Trademarks in due legal form conforming to the requirements of the country in which the Trademark is registered.

11. This Assignment may be executed in two or more counterparts which shall together form one and the same document.

IN WITNESS WHEREOF the parties hereto have executed this Trademark Assignment on the day and year first above written.

DELPHI TECHNOLOGIES, INC.

FIRST LINE LIMITED

770bun
Name

Joyner
Name

VICE PRESIDENT
Title

DIRECTOR
Title

12/31/05

SCHEDULE A

TrademarkName	Country	CountryName	AppNumber	FileDate	RegNumber	RegDate	TrademarkStatus	Class
BORG & BECK	AE	United Arab Emirates	33148	28-Sep-1999	28960	20-Oct-2001	Registered	12 Int.
BORG & BECK	AL	Albania	153-1973	22-Jan-1973	17-1596-4	27-Apr-1973	Registered	07 Int.
BORG & BECK	AR	Argentina	2213376	13-Apr-1999	1797121	22-Jun-2000	Registered	12 Int.
BORG & BECK	AT	Austria	AM1260	19-May-1978	89119	12-Sep-1978	Registered	12 Int., 17 Int., 07 Int.
BORG & BECK	BD	Bangladesh	2011	31-May-1973	2011	31-May-1973	Registered	12 Int.
BORG & BECK	BD	Bangladesh	7348	16-Aug-1951	7348	16-Aug-1951	Registered	12 Int.
BORG & BECK	BG	Bulgaria	1413	09-Dec-1981	13662	10-Jan-1983	Registered	07 Int., 12 Int.
BORG & BECK	BX	Benelux	568869	24-Dec-1971	102625	24-Dec-1971	Registered	Int.
BORG & BECK	CH	Switzerland	8013/1989	31-Oct-1989	378943	17-Oct-1990	Registered	12 Int., 07 Int.
BORG & BECK	CZ	Czech Republic	52488	17-Dec-1981	165225	04-Nov-1982	Registered	Int.
BORG & BECK	DE	Germany	B00678	07-Jan-1950	611404	11-Sep-1951	Registered	12 Int., 07 Int.
BORG & BECK	DK	Denmark	VA5519	23-Dec-1981	1985	22-Nov-1985	Registered	Int.
BORG & BECK	DZ	Algeria	1435	09-Dec-1992	45805	09-Dec-1992	Registered	07 Int.
BORG & BECK	EG	Egypt	NA	30-Dec-1972	48431	30-Dec-1982	Registered	07 Int.
BORG & BECK	ES	Spain	193362M	10-Oct-1946	193362	14-Mar-1947	Registered	12 Int.
BORG & BECK	FI	Finland	T198104890	04-Nov-1981	88654	24-Apr-1984	Registered	07 Int., 12 Int.
BORG & BECK	FR	France	746100	08-Aug-1960	1311554	13-Oct-1995	Registered	01 Int., 07 Int., 12 Int., 17 Int.
BORG & BECK	FR	France	95/592351	13-Oct-1995	95592351	13-Oct-1995	Registered	07 Int., 12 Int.
BORG & BECK	GB	United Kingdom	1323365	07-Oct-1987	1323365	12-May-1989	Registered	Int.

BORG & BECK	GB	United Kingdom	682896	03-Oct-1949	682896	03-Oct-1949	Registered	12 Int.
BORG & BECK	GB	United Kingdom	739770	25-Feb-1955	739770	25-Feb-1955	Registered	12 Int.
BORG & BECK	GB	United Kingdom	1323366	07-Oct-1987	1323366	28-Apr-1989	Registered	37 Int.
BORG & BECK	GB	United Kingdom	1164408	10-Nov-1981	1164408	10-Nov-1981	Registered	07 Int.
BORG & BECK	GB	United Kingdom	1043617	13-Mar-1975	1043617	16-Mar-1975	Registered	12 Int.
BORG & BECK	GB	United Kingdom	739769	25-Feb-1955	739769	25-Feb-1955	Registered	07 Int.
BORG & BECK	GH	Ghana	NA	20-Nov-1951	5710	20-Nov-1951	Registered	06 Int.
BORG & BECK	GR	Greece	16694	14-Jan-1950	16694	14-Jan-1950	Registered	16 Int.
BORG & BECK	HK	Hong Kong	479/51	10-Aug-1951	610/52	10-Aug-1951	Registered	12 Int.
BORG & BECK	HU	Hungary	4108/91	24-Nov-1981	123229	30-Jun-1982	Registered	12 Int., 07 Int.
BORG & BECK	ID	Indonesia	NA	19-Dec-1995	417294	27-Jul-1998	Registered	12 Int.
BORG & BECK	IE	Ireland	2092/74	22-Jul-1974	86078	22-Jul-1974	Registered	12 Int.
BORG & BECK	IN	India	141964	11-Jan-1950	141964	11-Jan-1950	Registered	12 Int.
BORG & BECK	IT	Italy	M194C0003	17-Jan-1994	692086	19-Nov-1996	Registered	12 Int.
BORG & BECK	IT	Italy	M12000C00	11-Jan-2000	581169	08-Jan-1990	Registered	07 Int.
BORG & BECK	KR	Korea, Republic of	2191/98	27-Apr-1998	169294	10-Jul-1998	Registered	12 Int.
BORG & BECK	LK	Sri Lanka	13563	27-Feb-1952	13563	28-Jan-1954	Registered	12 Int.
BORG & BECK	LY	Libya	6868/8151	22-Apr-1973	6868/8151	22-Apr-1973	Registered	12 Int.
BORG & BECK	MA	Morocco	23899	26-Dec-1972	50198	18-Dec-1992	Registered	07 Int.
BORG & BECK	MW	Malawi	NA	21-Feb-1980	41/80	21-Feb-1980	Registered	12 Int.
BORG & BECK	MY	Malaysia	M671/87	19-Feb-1987	87/00671	19-Feb-1987	Registered	12 Int.
BORG & BECK	MYMA	Malaya	M/20723	05-Feb-1952	20723	05-Feb-1952	Registered	12 Int.
BORG & BECK	NG	Nigeria	6895	12-Oct-1951	6895	17-Oct-1952	Registered	06 Int.
BORG & BECK	NO	Norway	46502	04-Jan-1950	39013	10-Oct-1951	Registered	11 Int.
BORG & BECK	PK	Pakistan	16905	16-Aug-1951	16905	16-Aug-1951	Registered	12 Int.
BORG & BECK	PL	Poland	Z 80250	09-Dec-1981	59754	09-Dec-1981	Registered	12 Int.
BORG & BECK	PT	Portugal	162031	05-Jan-1950	162031	19-Sep-1950	Registered	12 Int.

BORG & BECK	RO	Romania	12167	06-Mar-1982	R 12824	15-Dec-1983	Registered	07 Int., 12
BORG & BECK	RU	Russian Federation	92843	25-Dec-1981	71040	25-Dec-1981	Registered	Int.
BORG & BECK	SE	Sweden	71446	24-Nov-1948	71446	08-Feb-1952	Registered	12 Int., 07
BORG & BECK	SG	Singapore	S/46547	02-Jun-1969	46547	02-Jun-1969	Registered	Int.
BORG & BECK	TR	Turkey	NA	13-Jan-1950	115653	13-Jan-1980	Registered	12 Int., 07
BORG & BECK	TT	Trinidad and Tobago	11452	18-Jul-1979	B11452	24-May-1983	Registered	Int.
BORG & BECK	TW	Taiwan	(70) 19588	23-Jun-1981	169186	16-Jan-1982	Registered	06 Int.
BORG & BECK	TW	Taiwan	(65) 05982	09-Jul-1976	86938	01-Jan-1977	Registered	57 Int.
BORG & BECK	UG	Uganda	15913	29-Nov-1982	15913	29-Nov-1982	Registered	90
BORG & BECK	ZA	South Africa	1950/00018	05-Jan-1950	1950/00018	07-Apr-1955	Registered	12 Int.
BORG & BECK	ZM	Zambia	323/79	01-Nov-1979	323/79	10-Jan-1983	Registered	07 Int.
								12 Int.

Exhibit B

TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT is effective this 30 day of December, 2005, between FIRST LINE LIMITED, a company organized under the laws of England with registered number 03972437 having a place of business at Bessemer Close, Bicester, Oxon, OX26 6QE ("Licensor"); and DELPHI TECHNOLOGIES, INC, a Delaware corporation whose principal office is at 5725 Delphi Drive, Troy, Michigan 48098 USA (the "Licensee").

WHEREAS, Licensee has agreed to sell to Licensor the Rights (as defined below) by entering into a Trademark Assignment, executed concurrently herewith (the "Assignment"), and has assigned to the Licensor the Rights;

WHEREAS, Licensee desires to use the Rights (as defined below) on or in connection with Products (as defined below) in a manner approved by Licensor; and,

WHEREAS, the Licensor has agreed to grant a license of the Rights to the Licensee, and to its affiliates and subsidiaries, upon the terms and conditions of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. Definitions

1.1. "Agreement" means this license agreement;

1.2. "Commencement Date" means the date of this Agreement;

1.3. "Products" means clutch kits, clutch piece parts, clutch components, brake cables, and clutch cables for passenger cars, commercial vehicles, and tractors, or any other product approved by Licensor for sale by Licensee;

1.4. "Rights" has the meaning attributed to it in the Assignment;

1.5. "Territory" means in respect of each Trademark each of those territories in which the relevant Trademark is registered in the name of Delphi Technologies Inc. or in the name of the Licensee at the date of this Agreement

2. License

2.1. In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Licensor grants to the Licensee and its affiliates and subsidiaries a non-exclusive, royalty free license to use the Rights in the Territory on or in connection with the Products, subject to and on the terms and conditions of this Agreement.

2.2. Licensee agrees that the Products shall only include products manufactured by the Licensee or manufactured by suppliers to the Licensee and shall be used for the purposes of the sale of stock and inventory existing at the Commencement Date and not in connection with the manufacture of further Products bearing the Trademarks.

3. Term

3.1. This Agreement shall commence on the Commencement Date and shall continue for a period of two years. Upon expiry or termination of this Agreement,

Licensee shall cease use of the Rights and shall destroy all printed and other material in its possession to which the Rights have been applied.

4. Use of the Trade Marks

- 4.1. The Licensee shall only use the Rights in the form, style,color, method or context, and in such position and size as are approved in writing by the Licensor, such approval not to be unreasonably withheld. The Licensor hereby consents to the continued use by the Licensee and its affiliates and subsidiarics of the Rights on or in connection with the Products in the form, style, color, method and context used immediately prior to the Commencement Date.
- 4.2. The Licensee shall use the Rights only on or in connection with the Products; such use shall include use in publications, advertising and other material for the purpose of the sale of the Products.
- 4.3. Licensor hereby acknowledges that the Licensee has used all reasonable efforts to ensure that all products and related materials to which the Rights are applied are manufactured in accordance with the standards of quality of specifications provided by the Licensor.

5. Intellectual Property

- 5.1. The Licensee acknowledges and agrees that the Rights remain the property of the Licensor at all times and that all goodwill generated by or in relation to the use of the Rights will at all times be the property of and inure to the benefit of the Licensor.

5.2. Licensee agrees that it will not register or attempt to register the Rights or any names or marks or other rights similar thereto, either alone or in combination with any other term or symbol for the Products.

6. Infringement

6.1. Licensee to notify Licensor of the adoption, use, or registration in the Territory of any mark, trade name, trading style, or company name coming to its attention that would infringe or impair, or tend to impair, the Rights.

6.2. The Licensor shall have the sole responsibility to conduct any proceedings relating to the Rights and shall decide in its sole discretion what action, if any, to take in respect of any infringement or alleged infringement proceedings of the Rights or any other claim or counterclaim brought or threatened in respect of the use of the Rights in the Territory.

7. Assignment

7.1. Licensee may not assign, sub-license or otherwise transfer any or all of its rights under this Agreement without the prior written consent of the Licensor, except that Licensee shall be entitled to grant a sub-license under this Agreement, without the Licensor's consent, to its subsidiaries and affiliates.

8. Notices

Any notice required or permitted to be given hereunder shall be by registered mail and addressed to the party to be notified at the address set forth below or at such other

address as such party shall have last designated by a writing delivered to and received
by the party giving notice:

If to LICENSOR:

First Line Limited, Bessemer Close, Bicester, Oxfordshire, OX26 6QE

For the attention of: John Madden

Facsimile: 01869 240472

If to LICENSEE:

Delphi Product and Services Solutions Division of Delphi Automotive
Systems LLC

C/o Delphi Lockheed Automotive Ltd.
Spartan Close
Warwick
Warwickshire
CV34 6ZQ
United Kingdom

Attn: Mr. Ian Voce

Fax: +44 (0)1926 472008

With a copy to:

Delphi Technologies, Inc.

P.O. BOX 5052

Troy, Michigan 48007, U.S.A.

Attn: Assistant General Counsel, Intellectual Property

Facsimile: 248-813-1211

Either party may notify the other party pursuant to this paragraph of an address change.

9. Entire Agreement

9.1. This Agreement constitutes the entire agreement and understanding between the parties and supercedes all prior oral or written understandings, arrangements, representations or agreements between them relating to the subject matter of this Agreement.

10. Governing Law and Jurisdiction

10.1 The governing law of this Assignment shall be the substantive law of Michigan. Any dispute arising out of or in connection with this Assignment, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, and applying the substantive law of the State of Michigan, U.S.A. The Rules are deemed to be incorporated by reference into this clause.

10.2 The number of arbitrators shall be 3 (three).

10.3 The place of arbitration shall be London.

10.4 The language to be used in the arbitral proceedings shall be English.

IN WITNESS WHEREOF the parties hereto have executed this document as an agreement the day and year first above written.

FIRST LINE LIMITED

By: *Joyner*

Director
Title

DELPHI TECHNOLOGIES, INC

By: *John*

VICE-PRESIDENT
Title

12/31/05